

EXHIBIT C

to

Plaintiff's Original Complaint



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February 26, 2023

Via Courier Delivery by Hand

GOT Distribution SPV, LLC
1001 Brickell Bay Drive #2719
Miami, Florida 33131

Re: Notice of Termination

To Whom it May Concern at GOT Distribution SPV, LLC:

Our law firm represents Supercub Holdings, LLC ("**Supercub**") and Stephen Discher ("**Mr. Discher**"), in regard to the matters discussed herein. Please direct all correspondence regarding these matters to our offices.

As you know, Supercub, Mr. Discher, and GOT Distribution SPV, LLC ("**GOT**") entered into a Securities Purchase and Contribution Agreement for the sale and purchase of ISP Supplies, LLC ("**ISP Supplies**"). Over the course of several months, this agreement was amended seven times. A copy of the agreement and the seventh amendment (collectively, the "**Agreement**") are enclosed herein.

Per the Agreement, the closing of the sale and purchase of ISP Supplies was to occur on October 14, 2022. For closing to occur, GOT was required to make payment of \$3,000,000 (the "**Closing Payment**") via wire transfer to the bank of account(s) designated by Mr. Discher. On the designated day of closing, GOT did not pay the full amount of the Closing Payment. As such, GOT failed to meet all conditions required to consummate closing.

On November 28, 2022, Supercub notified GOT it of its failure to satisfy its obligation of remitting the full amount of the Closing Payment, which constituted a breach of the Agreement. To cure this breach, Supercub gave GOT until December 19, 2022, to cure this breach and remit fully payment. GOT failed to do so. Accordingly, because the breach was not cured, on December 20, 2022, the Agreement effectively terminated.

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Per Section 1.4 of the Agreement, a party can unilaterally terminate the Agreement for various reasons. One basis for unilateral termination is if the other party materially breached the Agreement by failing to satisfy one of its obligations under the Agreement despite a 15-day notice to cure. A second basis for unilateral termination is failing to close by October 14, 2022. As of this letter, GOT received a notice of its breach for failing to pay the full Closing Payment on November 28, 2022, and it has yet to cure such breach. Moreover, by not remitting the full amount of the Closing Payment, closing did not occur on October 14, 2022.

For the above reasons—and though more may exist—please take notice that the Agreement was effectively terminated on December 20, 2022, and is hereby terminated under Section 1.4(c), and alternatively 1.4(b) of the Agreement.

Supercub and Discher hereby expressly reserve the right to further terminate or seek termination or other remedies under the Agreement for reasons not mentioned herein, whether known or unknown at this time, and whether expressly or implicitly referred to herein.

If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,



Adam L. Robertson

Enc.: [1]

Cc: Stephen Discher [Supercub Holdings, LLC]